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BOOK REVIEWS.

A COMPILATION OF BAR EXAMINATION QUESTIONS AND ANSWERS. By *Wilson B. Brice*. Pp. 229. Paper. Matthew Bender, Albany, N. Y.

We recommend this to all students intending to take the New York Bar. It contains over six hundred questions and answers, along with rules of admission. No better way of finding what the student ought to study for can well be conceived than a compilation of the questions asked for the past five years. The answers are terse, well put and supplemented with copious references to cases and text books. The only criticism we have to make is that at times it is all reference and no answer. Doubtless this was decided upon by the author because of the greater advantages to be derived from looking the cases up. This, however, is not our theory. The book is of questions and answers, and only a text book in a subdued way, and therefore incomplete every time a mere reference is served without an answer. So far as we have looked over the answers they are quite correct, though at times we disagree, e.g., on pages 1, 2, 3, it is laid down without citation, that by the death of a beneficiary under a life insurance policy the interest lapses. We understand the rule to be that a lapse takes place provided a new appointment is made, otherwise not, since the interest is vested. So *Walsh v. Ins. Co.*, 61 Hun. 81. But the student may well rely on the accuracy of the compilation which has been gotten up with evident care, though occasionally there is room for a difference in personal judgment.

A TREATISE ON COVENANTS WHICH RUN WITH THE LAND, OTHER THAN COVENANTS FOR TITLE. By *Henry Upson Sims*, of the Birmingham, Ala., Bar. Chicago, Callaghan & Co., 1901.

In this book Mr. Sims has violated tradition and done himself credit in at least two particulars: these are brevity and direction. His book is sizable to look at—can be carried through the streets without embarrassment; and it is consecutive to read—gives a distinct impression of unity and purpose. In short, it is what it professes to be, and what most law books only pretend to be, namely, a treatise. Mr. Sims believes that in modern times and in crowded cities it grows more and more desirable that covenants other than covenants for title should be allowed to run with the land. He regards it as unfortunate that the English decisions have greatly curtailed—especially on the burden side—the operation of such covenants. And the entire purpose of his treatise is to precipitate, out of the modern chaos of the subject, a better principle, which he finds to be already endorsed by the majority of American courts. This he attempts to compass by proving that early English decisions are founded on a misconception of earlier English decisions, and that the running of the burden is the creature, neither of equity, nor of statute, nor of that feudal tenure subsequently cut off by the statute of *Quia Emptores*, but of the original common law warranty. His method is synthetic. Mr. Sims' book is not without an exposition of the actual state of the law, nor is it without a concrete discussion of the most usual covenants.